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H2. International, Inc. d/b/a Juegoal LLC;
and
TBL International Inc. d/b/a Yofit LLC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

P&P Imports LLC, a California
Limited Liability Company

Plaintiff,

v.

H2 International, Inc. et al.

Defendants.

) Civ. Case No.:8:18-cv-01973-AG(KESx)

) HON.: JUDGE GUILFORD

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) ~~[PROPOSED]~~ STIPULATED
FINAL ORDER FOR

) PERMANENT INJUNCTION AND

) SETTLEMENT OF CLAIMS

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1 Plaintiff, P&P Imports LLC ("P&P") filed a complaint for permanent injunction
2 and other relief against H2 International, Inc. a California corporation dba Juegoal
3 LLC, TBL International, Inc. a New York corporation dba Yofit LLC
4 ("Defendants" or the "Juegoal Defendants"), and Does 1-10, pursuant to 17 U.S.C.
5 § 101 *et seq.* for copyright infringement, 15 U.S.C. § 1125 for false advertising,
6 trade dress infringement, and unfair competition, Cal. & Bus. Prof. Code § 17200,
7 *et seq.* for unfair competition, unfair and deceptive practices, and false advertising,
8 and California common law for unfair competition, false advertising, and unfair and
9 deceptive trade practices. The Juegoal Defendants agree to the entry of the
10 following Stipulated Final Order for Permanent Injunction and Settlement of
11 Claims ("Order"). The Juegoal Defendants have agreed to this injunction as a
12 compromise to avoid litigation costs and uncertainty.

13 P&P and the Juegoal Defendants have stipulated to the entry of the following
14 Order in settlement of P&P's Complaint against the Juegoal Defendants. The Court,
15 being advised in the premises, finds:

16 FINDINGS

- 17 1. The Court has jurisdiction over the parties and the subject matter of this
18 action, and enforcement of this Injunction and Judgment. Venue in the
19 Central District of California is proper. The Court shall retain
20 jurisdiction to enforce this Stipulated Judgment and Permanent
21 Injunction and the parties' settlement agreement.
- 22 2. The Complaint states claims upon which relief can be granted.
- 23 3. The parties waive all rights to challenge or contest the validity of this
24 Order.
- 25 4. Entry of this Order is in the public interest.
- 26 5. Pursuant to Federal Rule of Civil Procedure 65(d), the provisions of this
27 Order are binding upon the Juegoal Defendants, and their officers,
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agents, servants, employees and all other persons or entities in active concert or participation with them, who receive actual notice of this Order by personal service or otherwise, and their successors and assigns.

6. P&P owns a valid and enforceable copyright for their works registered with the U.S. Copyright Office under Registration Number TX 8-447-293 entitled "P&P Imports Winter 2017 Lookbook." A true and correct copy of the copyright registration certificate is attached hereto as Exhibit 1 and is incorporated herein by reference.
7. P&P owns a valid and enforceable trade dress for its SLAMMO® product line ("SLAMMO Trade Dress"). Exhibit 2 includes example images showing a P&P Imports LLC's SLAMMO® product that includes the "SLAMMO Trade Dress." The SLAMMO Trade Dress includes the overall look and feel of the products' designs, such as color combinations used, the size, texture, dimensions, shape of individual elements, and the total visual impact of all the foregoing.

DEFINITIONS

For purposes of this Order, the following definitions shall apply:

1. "SLAMMO Trade Dress" shall mean the trade dress of P&P's SLAMMO® branded action sports product line and the total visual impression created by the unique combination of its distinctive bright green legs, matching bright green balls with contrasting black logo, black pipe and clips, which are completely unique to serve to let the consumer know that they are looking at a high-quality SLAMMO® brand action sports game from P&P as illustrated in Exhibit 2, which is attached hereto and incorporated herein by reference.
2. "2017 LOOKBOOK" shall mean the work entitled P&P Imports Winter

1 2017 Lookbook, and all copyrightable materials therein.

- 2 3. “Juegoal Beach Volleyball” shall mean the Juegoal beach volleyball set
3 as identified in Exhibit 3 and incorporated herein by reference.

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5 **CONDUCT PROHIBITIONS [AND REQUIRED DISCLOSURES]**

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7 **I. Use of P&P’s Trade Dress**

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9 **IT IS HEREBY ORDERED** that the Juegoal Defendants, directly or
10 through any corporation, partnership, subsidiary, division, trade name, or other
11 device, and their officers, agents, servants, employees and all persons or entities in
12 active concert or participation with them who receive actual notice of this Order, by
13 personal service or otherwise, in connection with the manufacturing, labeling,
14 advertising, promotion, offering for sale, sale, or distribution of any product bearing
15 the SLAMMO Trade Dress or any trade dress that is likely to cause confusion as to
16 source in the consuming publics’ mind, are hereby permanently restrained and
17 enjoined from:

18 A. Using the SLAMMO Trade Dress, or any other confusingly similar
19 designation or trade dress, in connection with any roundnet game, or related goods
20 or services, or infringing upon the SLAMMO Trade Dress.

21 B. Competing unfairly with P&P by attempting to infringe upon
22 SLAMMO Trade Dress including falsely advertising untrue and misleading facts
23 and statements in connection with any roundnet game.

24 C. Conspiring with, aiding, assisting, or abetting any other person or
25 entity in engaging in or performing any of the activities referred to in subparagraphs
26 (A) and (B) above, in connection with any roundnet game.

27 D. Making, selling, marketing, distributing, or providing in any way, the
28 Juegoal Beach Volleyball roundnet game, or any other roundnet game.

II. Use of P&P's Copyrightable Works

IT IS FURTHER ORDERED that the Juegoal Defendants, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, employees and all persons or entities in active concert or participation with them who receive actual notice of this Order, by personal service or otherwise, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any roundnet game, including the Juegoal Beach Volleyball game, are hereby permanently restrained and enjoined from:

A. using P&P's copyrighted works or materials, including but not limited to P&P's advertisements, photographs, or artwork, or any substantially similar materials or works, using the meaning of substantially similar as defined under federal copyright statutes and case law including any reproductions, distribute, derivative works, transmittals, or broadcasts.

III. Destruction of Inventory

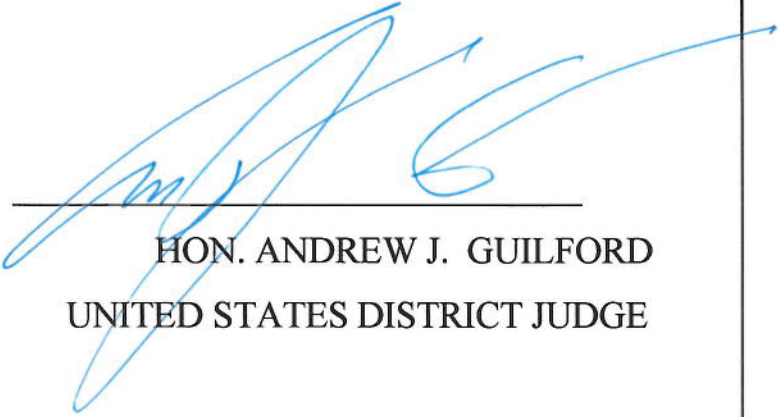
IT IS FURTHER ORDERED that the Juegoal Defendants shall file a notice of compliance within 10 days from the effective date of this Order to attesting that the Juegoal Defendants do not have any Juegoal Beach Volleyball games or infringing products, photographs, or advertisements in their possession, custody, or control.

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IV. Liability and Attorneys' Fees

1 **IT IS FURTHER ORDERED** that if the Juegoal Defendants violate this
2 order, P&P shall recover all damage and profits allowed by law including its
3 attorney's fees ~~without any proof of liability or infringement.~~ *scg*

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5 Dated: January 15, 2019
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8 HON. ANDREW J. GUILFORD
9 UNITED STATES DISTRICT JUDGE
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11
12
13 Dated: January 11, 2019

14 By: /Casey H. Kempner/
15 Casey H. Kempner
16 Attorney for Plaintiff
P&P Imports, LLC

17 Dated: January 11, 2019

18 By: /Terrence F. Riley/
19 Law Offices of Terrence F. Riley
20 H2. International, Inc. d/b/a Juegoal
21 LLC; and
22 TBL International Inc. d/b/a Yofit
23 LLC.
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